

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

AMANDA SHADE and)
MATTHEW SHADE,)
)
Plaintiffs,)
)
VS.) No: 3:12-cv-1178
) JURY DEMAND
WAL-MART STORES EAST, L.P.,) NIXON/GRIFFIN
)
Defendant.)

AGREED PROTECTIVE ORDER

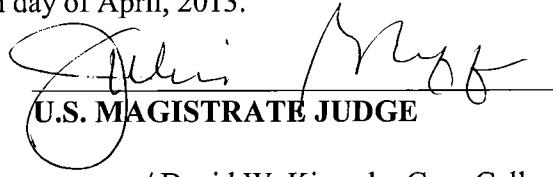
It appears to the Court that plaintiff has requested certain documents from defendant Wal-Mart Stores East, L.P. ("Wal-Mart") containing information that Wal-Mart considers confidential.

It further appears to the Court that pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, it is agreed by plaintiffs, as evidenced by the signature of plaintiffs' counsel below, that certain documents, written materials and information shall be provided by Wal-Mart to plaintiffs in this case through discovery, subject to the following conditions:

1. This protective Order shall apply only to those documents which are designated as "confidential" and not to all documents produced by Wal-Mart;
2. Use of any confidential documents and written materials (and the information contained therein) provided by Wal-Mart to plaintiffs is limited solely to the prosecution and defense of this action to its conclusion or appeal;
3. Any confidential documents and information provided to plaintiffs will not be released or disclosed by any counsel or plaintiffs to any person at any time, except as required in the prosecution or defense of this action;

4. Due to Wal-Mart's concern for protecting the confidentiality of the information provided to plaintiffs, any information so provided to plaintiffs' counsel will not be released or disclosed by plaintiffs' counsel or others to any person not a party to this action without permission of Wal-Mart, unless ordered by the Court. Plaintiffs' use of the confidential information provided by Wal-Mart is limited solely to the prosecution and defense of this action;
5. In the event copies are made pursuant to the terms of this Order, plaintiffs' counsel will provide a strict accounting of the number of copies of each document and will give every copy to Wal-Mart's counsel at the conclusion of this action. If copies are made, the mark "confidential" shall remain on each such copy;
6. All documents and written materials marked confidential and provided by Wal-Mart to plaintiffs' counsel, as well as photocopies thereof, shall be returned to Wal-Mart's counsel at the conclusion of this action; and
7. All counsel and their clients are ordered to respect the spirit and letter of this protective order.
8. Plaintiffs retain the right to challenge by Motion a labeling of "confidential" should such be improper for any particular document.

IT IS SO ORDERED on this 24th day of April, 2013.



U.S. MAGISTRATE JUDGE

APPROVED FOR ENTRY:

s/ Greg Callaway

Greg Callaway, No. 18575
HOWELL & FISHER, PLLC
Court Square Building
300 James Robertson Parkway
Nashville, TN 37201-1107
615/244-3370
Attorney for Defendant

s/ David W. Kious by Greg Callaway with express permission granted by email 4-23-13 at 9:42 a.m.

David W. Kious, No. 4581
503 North Maple Street
Murfreesboro, TN 37130
615/895-5566
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing was served via ECF upon David W. Kious,503 North Maple Street, Murfreesboro, TN 37130; on this 23rd day April, 2013.

s/ Greg Callaway

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